

REMARKS

This Amendment is in response to the Final Office Action dated July 6, 2011. Applicant respectfully requests reconsideration and allowance of all pending claims in view of the following remarks.

I. CLAIM REJECTIONS – 35 U.S.C. § 103

Claims 1, 2 and 11 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Weinstein et al., U.S. Publication No. 2002/0191572 in view of Kelley et al., U.S. Publication No. 2005/0129231, and in further view of Grobman, U.S. Publication No. 2004/0093519.

Claims 3-9, 12, 15 and 16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Weinstein, Kelley and Grobman and in further view of Prasad et al., U.S. Patent No. 7,197,125.

Claim 10 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Weinstein, Kelley and Grobman and in further view of Addington et al., U.S. Patent No. 7,194,756.

Claim 13 was rejected under 35 U.S.C. 103(a) as being unpatentable over Prasad in view of Addington.

A. Examiner's Response to Remarks/Arguments - Mis-Interpreting Applicant's Claims and/or the Prior Art

Applicant believes the rejections may be based in part on a misinterpretation of either Applicant's claims and/or the references applied in the above-rejections.

The "Response to Remarks/Arguments" section of the Office Action is appreciated and very helpful to Applicant in understanding the bases for the rejections. However, Applicant noticed some apparent misstatements regarding the claims and prior art that seem to underlie the rejections.

Applicant would therefore like to schedule a telephone interview with the Examiner to discuss the claims (in particular claim 1) in view of the rejection based on Weinstein et al., Kelley et al. and Grobman. In particular, Applicant would like to discuss the claims and any suggestions the Examiner might have to clarify the issues.

1. Transmitting to the Client

On sections 5 and 6 of the Office Action, the Examiner indicates that certain features on which Applicant relies, i.e., “transmitting to the client an authentication for accessing the virtual network” are not recited in the rejected claims. Specifically, the Examiner indicates that, “transmitting information to the client is not claimed.”

Applicant respectfully disagrees.

Claim 1 states,

“said client being able to access services of at least one service provider via the at least one virtual network . . .”

...

“upon detection of the subscription of the client, said at least one subscription system transfers to the client the following elements:

an authentication for accessing the services of said at least one service provider to which the client has subscribed; and

information which makes it possible to make the software of the client compatible with the predetermined access control protocol.”

Clearly, claim 1 recites the feature that the subscription system transfers the claimed information to the client.

2. Server Transmits to the Client an Address for Accessing said at Least One Service Provider

Section 9 of the Office Action refers to Applicant’s argument concerning Kelly failing to teach the step of claim 1 in which,

“said address server transmits to the client an address for accessing said at least one subscription system . . .”

In section 10 of the Office Action, the Examiner suggests the content server of Kelley sends to the communication device 200, and specifically the User identification Module (UIM) 208, the value of Broadcast Access Key (BAK). The Examiner then states, “This UIM 208 includes web page or URL address information.” (Emphasis added).

This statement does not support the rejection and is irrelevant to Applicant's claim 1 since it is unrelated to the wording of claim 1 and the disclosure of Kelley.

According to the Examiner, the content server of Kelley sends a broadcast access key to the user identification module. This access key has nothing to do with an address to access a subscription system.

According to the Examiner, the UIM 208 includes [stores] web page or URL address information. But Kelley does not suggest that this web page or URL address information is transmitted to the UIM by an address sever. The fact that a user identification module might store email address information, web page or URL address information (see Kelley para. [0052], last sentence), does not anticipate an address server transmitting to the client an address for accessing a subscription system. Further Applicant considers that Kelley does not teach or suggest that the email address, web page or URL address information is used for accessing a subscription system.

For these reasons, Applicant considers that the Examiner has mis-interpreted Applicant's claim 1 and/or the references used in supporting the rejection.

3. Failure to Make a *Prima Facie* Case for Rejection

Due at least to these errors, it appear to Applicant that the Examiner's arguments fail to make a *prima facie* case for rejection of Applicant's claims. The Examiner's reasoning for the rejections appears not to tie the disclosures of the references to the correct wording of Applicant's claims.

B. **Arguments For the Patentability of Claim 1.**

1. Grobman

As indicated by the Examiner, Grobman teaches (para. [0019]) an application that operates to convert or transcode credentials in order to make them compatible with a new incompatible protocol.

As mentioned in paragraph [0019] and as illustrated in figure 1, credentials (206) are transferred by the application (108) to an authentication front-end (110).

The Examiner seems to consider that the transfer to the authentication front-end (110) of converted or transcoded credentials makes the software of the client compatible with the access control protocol.

The Applicant is of the opinion that, although Grobman teaches transferring information (i.e., credentials) which makes it possible to make the protocol of the client compatible with the access control protocol, Grobman **does not teach** transferring such information from the application (108) **to the client (106)**.

On the contrary, and as mentioned above, Grobman teaches transferring information (i.e., credentials) from the application (108) to the authentication front-end (110).

As illustrated in figure 1 of Grobman, the client (106) is an external machine that is distinct from the authentication front-end (110). Client (106) is external in that it is connected to Authentication front end (110) via a public network (100) (i.e., the Internet). (See Grobman para. [0011]).

Therefore, Applicant considers that Grobman **cannot** reasonably be considered as ***disclosing or suggesting the second part of step iii)*** of Claim 1 namely:

“transfers to the client the following elements:

...

- information which makes it possible to make the software of the client compatible with the access control protocol.”

2. Kelley

As indicated by the Examiner, Kelley teaches (para. [0057]) a content server that operates to send a Broadcast Access Key (BAK) to the client (i.e., communication device 200) so that the user is authenticated to use the services of a service provider. More precisely, Kelley teaches *“The content server sends the communication device 200, and specifically UIM 208, the value of BAK . . .”*

Kelley further teaches (para. [0052]) “...*the UIM 208 may also include non-secure memory and processing for storing information including ...e-mail address information...or URL address information...*”.

The Applicant is of the opinion that Kelley **does not teach** that the content server transmits to the UIM e-mail address information and URL address information.

In addition, the Applicant states that Kelley **is silent** about using e-mail address information or URL address information stored in the UIM for accessing a subscription system.

As a consequence, Kelley **does not teach *step i*** of Claim 1 namely:

said address server transmits to the client (i.e., communication device 200, and specifically UIM 208) an address for accessing to said at least one subscription system

3. Novel and Non-Obvious Elements of Claim 1

The Applicant believes that none of the cited documents (Weinstein, Grobman or Kelley) discloses the following features of Claim 1:

- the address server transmits to the client an address for accessing a subscription System (***step i***);
- upon detection of the subscription of the client, the subscription system transfers to the client information which makes it possible to make the software of the client compatible with the access control protocol (**second part of *step iii***).

As a result, even if Weinstein, Grobman and Kelley were combined as suggested by the Examiner, the resulting combination would still fail to teach or suggest each and every element of Applicant's claim 1.

Independent claims 11 and 12 have similar elements as claim 1 and are also new and non-obvious for similar reasons as discussed above with respect to claim 1.

In addition, one or more dependent claims add further elements that are neither taught nor suggested by the references applied in the Office Action.

Applicant respectfully requests that the claim rejections under §103(a) be withdrawn.

The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 23-1123.

Respectfully submitted,

WESTMAN, CHAMPLIN & KELLY, P.A.

By: /David D. Brush/

David D. Brush, Reg. No. 34,557

900 Second Avenue South, Suite 1400

Minneapolis, Minnesota 55402-3319

Phone: (612) 334-3222 Fax: (612) 334-3312

DDB:dme